

**ACCESS AND PARKING EASEMENT
AND MAINTENANCE AGREEMENT**

THIS ACCESS AND PARKING EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”) is made and entered into on this _____ day of _____, 2005, by and between **Bannerman Crossings, LLC**, a Florida limited liability company, with a mailing address of 3399 PGA Blvd., Suite 450, Palm Beach Gardens, Florida 33410 (hereinafter “Bannerman Crossings”) and **Leon County, Florida, a political subdivision of the State of Florida**, with a mailing address of 301 South Monroe Street, Room 217, Tallahassee, Florida 32301 (hereinafter “Leon County” or “County”).

WHEREAS, Bannerman Crossings, by virtue of the Warranty Deed recorded at O. R. Book 3155, Page 1915, is the current owner of Lots 4, and 5 (the “Lots”) of a certain 76.85-acre property subdivided into eight lots and known as the LAUDER AND LAUDER LIMITED PARTITION SUBDIVISION, as re-divided by the Corrected Affidavit of Recording for the Creation of Equal or Larger Parcels recorded at O.R. Book 3020, Page 0863, Official Records of Leon County, Florida (the “Property”), which Lots are intended to be used as commercial properties; and

WHEREAS, Leon County, by virtue of the Quit Claim Deed recorded at O. R. Book 3021, Page 1084, is the current owner of Lot 2 of the Property, which Lot is intended to be used for the historical Bradfordville school, and Lot 3 of the Property, which Lot is intended to be used as a passive public park; and

WHEREAS, Leon County has permitted the reallocation of its allowable impervious surface to Lots 4 & 5 in exchange for the right to have access to Lots 2 and 3 through Lots 4 & 5 and to be permitted to utilize parking on Lot 4; and

WHEREAS, Leon County wishes to agree to pay its pro-rata share of maintenance costs, or perform maintenance upon, the easement and parking areas located on Lots 4 and 5; and

WHEREAS, attached hereto as Exhibit A is a plot plan reflecting the driveways, parking

spaces, exits and entrances, and other common areas presently existing on the Lots 2, 3, 4 and 5 of the Property.

NOW, THEREFORE, for and in consideration of the premises, the parties, agreements herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. EASEMENT FOR PARKING AND INGRESS AND EGRESS.

Bannerman Crossings grants and conveys to Leon County a perpetual, nonexclusive easement for vehicular parking on Lot 4, and public vehicular and pedestrian ingress and egress to and from Lots 2 and 3, on, over, upon and across portions of Lots 4 & 5, more particularly described in Exhibit B, which is attached hereto and incorporated herein. This easement includes the right to use the exits and entrances shown on the attached plot plan of Lots 4 and 5, and as may be subsequently constructed, altered or modified, as well as the parking areas and spaces, driveways and access ways, sidewalks and walkways shown on the attached plot plan of Lots 4 and 5, and as may be subsequently constructed, altered or modified.

2. MAINTENANCE.

Leon County and Bannerman Crossings covenant and agree with each other to maintain in good condition and repair (making replacements, when necessary) or cause to be so maintained and kept in repair, the parking, driveways, and related facilities situated on Lots 4 & 5 for the use and enjoyment of the members of the public utilizing Lots 2 and 3. The obligation of the parties to maintain, repair and keep in repair the parking, driveways, and related facilities and other common areas shall, without limiting the generality thereof, include the following:

A. Maintaining the surfaces at such grades and levels that they may be used and

enjoyed as contiguous and homogeneous common areas and maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability;

- B. Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a neat, clean and orderly condition; and
- C. Placing, keeping in repair, and replacing any necessary appropriate directional signs, striping markers and lines; and operating, keeping in repair and replacing, when necessary, any artificial lighting facilities.

3. MAINTENANCE EXPENSES.

Leon County agrees to pay five percent (5%), as its proportionate share, of maintenance or repair costs of the parking areas and spaces on Lot 4, and driveways and access ways, sidewalks and walkways, exits and entrances, over and across Lots 4 & 5. This five percent proportionate share will not apply to capital projects or complete renovations of the parking lots and spaces, except that Leon County will pay its proportionate share of necessary repaving and restriping. Leon County may also fulfill its maintenance obligation by performing, or causing to be performed, maintenance and repair activities on the Properties, so long as that maintenance and its value is agreed to in advance by all parties.

4. COVENANT RUNNING WITH THE LAND IN PERPETUITY

The covenants, restrictions, easements and agreements herein shall be covenants running with the land, and shall be binding on, and inure to the benefit of, the successors, assigns, and grantees of the owners of Lots 2, 3, 4 and 5 of the Property.

DATED on this, the _____ day of _____, 2005.

BANNERMAN CROSSINGS, LLC

By: Bannerman Crossings Equities LLC, a Florida limited liability company, its Manager

BY: _____
Keith L. Cummings, Manager

Signed, Sealed And Delivered
In Our Presence:

Name: _____
Witness

Name: _____
Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2005, by Keith L. Cummings, Manager of Bannerman Equities, LLC, a Florida limited liability company, as Manager of Bannerman Crossings, LLC, who is personally known to me or who has produced _____ as identification, and who did take an oath.

(print name)
NOTARY PUBLIC

SEAL

My Commission expires:

LEON COUNTY, FLORIDA

BY: _____
CLIFF THAELL, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

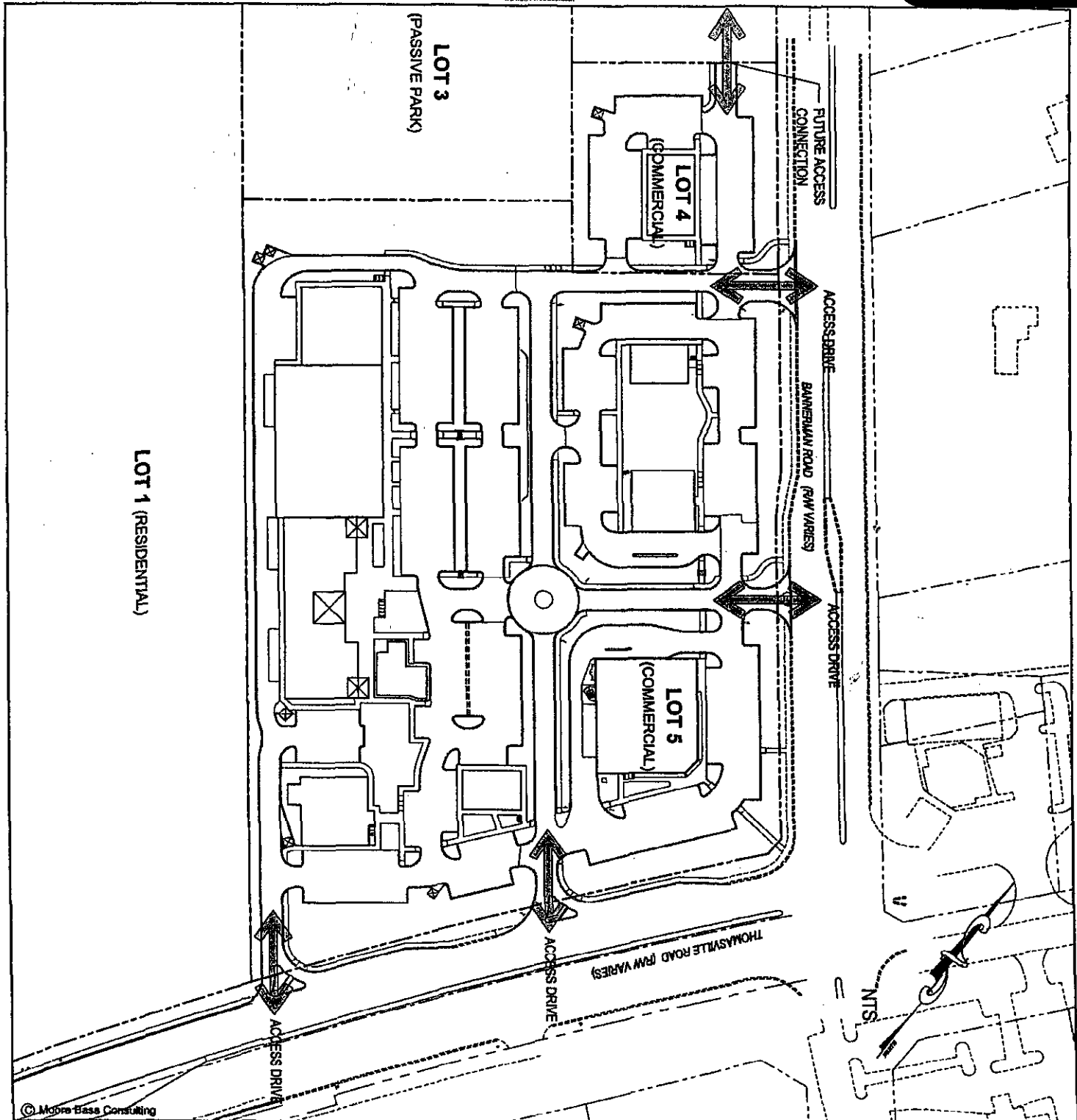
BY: _____
HERBERT W.A. THIELE, ESQ.

Moore BassCONSULTING
TALLAHASSEE DESTIN ATLANTA
www.moorebass.com

COMPOSITE

EXHIBIT

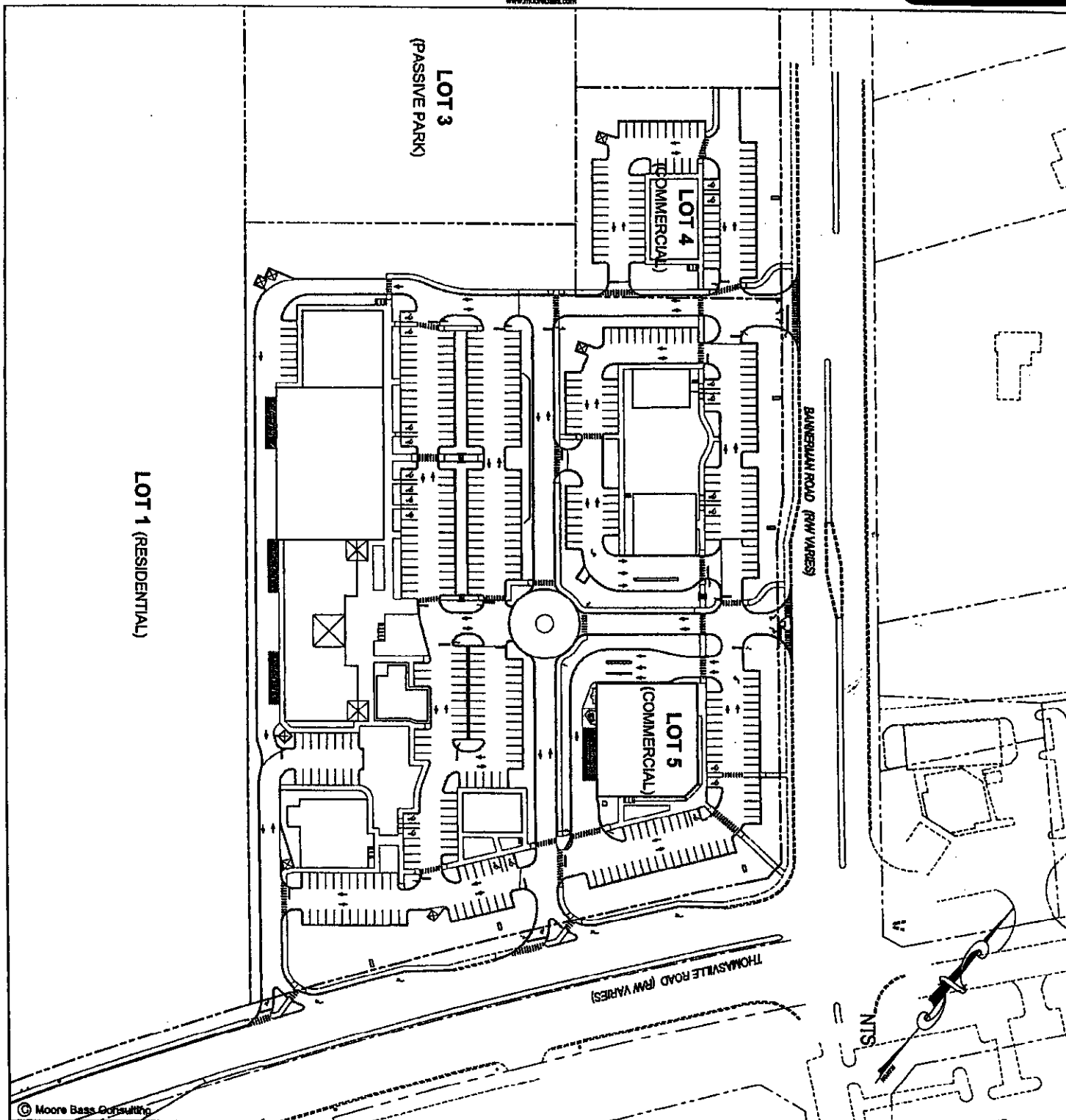
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CLIENT NAME RICK KEARNEY 1700 SUMMIT LAKE DRIVE	PROJECT NAME LEON COUNTY BRADFORDVILLE COMMERCIAL PROPERTY	FILE # 2003-120 55426-exhibits.dwg CONTRACT # 554.025 ARCHIVE DATE 06/02/04 DRAWN BY LSH SHEET TITLE ACCESS
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CLIENT NAME	PROJECT NAME	SHEET TITLE
RICK KEARNEY 1700 SUMMIT LAKE DRIVE	LEON COUNTY BRADFORDVILLE COMMERCIAL PROPERTY	PARKING